MEMORANDUM OF UNDERSTANDING
San Leandro High School and
Korean Community Center of the East Bay for
Unserved and Underserved Ethnic and Language Population(UELP) Prevention Early Intervention (PEI) Services

Period: January 1, 2019 through June 30, 2020

Korean Community Center of the East Bay (hereinafter, "**KCCEB**") and San Leandro High School agree to enter into a Memorandum of Understanding (MOU) setting forth the services to be provided for the **Asian Community Wellness Program.** The term of this MOU is January 1, 2019 to June 30, 2020.

I. Purpose

KCCEB will provide culturally sensitive prevention and early intervention mental health services to accomplish the following goals:

- Increase access to culturally responsive, strengths-based mental health outreach, education, preventive counseling, and treatment services;
- Build individual, community and organizational capacity, knowledge, and skills that contribute to the prevention of mental health disorders;
- Decrease stigma and discrimination toward individuals experiencing mental health issues;
- Prevent mental illness from becoming severe and disabling;
- Improve timely access to related information, services and supports; and
- Increase collaboration with community stakeholders and organizations to serve UELP communities.

KCCEB's work will specifically target the most marginalized and hardest to reach within the Asian subgroup, namely *monolingual* individuals, *new immigrants and undocumented Asian youth and families, low-income persons, seniors and those experiencing IPV.* KCCEB will partner with San Leandro High School to implement our project *to serve API youths* in Alameda county. San Leandro High School agrees to comply with the responsibilities set out in Section III of this MOU, and to comply with KCCEB's terms and conditions in carrying out the program activities.

II. Roles and Responsibilities of KCCEB

- KCCEB will offer mental health consultation and psychosocial workshops to San Leandro High School staff and other school partner providers who work with API youths;
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- Provide Preventive Counseling, Wellness Support Groups, and Mental Health Referrals on an as-needed basis to API youths (specifically Chinese, Korean, Japanese, and/or Mongolian), and collateral services to parents and caregivers who may be in need of additional emotional support;

- Coordinate administrative activities including executing agreements, scheduling partnership meetings, periodic check-ins, data collection and reporting and tracking progress;

- KCCEB will provide a secure file cabinet for client documents.

III. Roles and Responsibilities of San Leandro High School

- Promote Asian Community Wellness Program to students and teachers to promote mental health awareness and available services;
- Provide a site for culturally-based psychosocial workshops on mental health issues and preventive counseling on an as-needed basis;
- Assist in coordination on psychoeducation workshops, wellness education, and support groups as needed;
- Provided student demographics information as needed for purposes of data collection.

IV. Additional Terms/Other Items

A. Reporting/Data Collection
KCCEB will collect demographic data of program participants. Data collection will follow the guideline of KCCEB's master contract with the Alameda County Behavioral Healthcare Services;

B. Compensation and Payment Schedule: NA.

V. Contact Information

KCCEB Main Project Contact	*San Leandro High School (SLUSD)*
Name: June Lee	**Name: Joanne Clark**
Title: Executive Director	**Title: Director of Prevention and Intervention**
Phone: (510) 547-2662	**Phone: 510-667-3552**
Address: 101 Callan Avenue, Suite 400, San Leandro, CA 94577	
Fax: (510) 547-3258	**Fax: 510-297-0508**
Email: junelee@kcceb.org	**Email: joanneclark@slusd.us**

By signing below, each entity signifies approval of this collaboration. The entities further warrant that the persons executing this Memorandum of Understanding have the authority to do so on behalf of their respective agencies.

June Lee, Executive Director
Korean Community Center of the East Bay

1/17/2019
Date

Joanne Clark
Joanne Clark
San Leandro High School

3/28/2019
Date

SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Joanne Clark / Joanne Clark / 3/28/2019
(SLUSD) Print Name — Signature — Date

Name of Consultant/Organization: Korean Community Center of the East Bay for Unserved and Underserved Ethnic and Language Population(UELP) Prevention Early Intervention (PEI) Services

Name: June Lee Title: Executive Director Phone: (510) 547-2662 Address: 101 Callan Avenue, Suite 400, San Leandro, CA 94577 Fax: (510) 547-3258 Email: junelee@kcceb.org

Address — City — State — Zip

Telephone Number — Fax Number — Cell # or E-Mail Address

SCOPE OF WORK: KCCEB will provide culturally sensitive prevention and early intervention mental health services

LOCATION OF SERVICES: San Leandro High School

DATE(S) OF SERVICE: Feb 2019-June 2019

ESTIMATED COST: NA (and/or hourly Rate: $_____)

NAME OF PROGRAM: _____

BUDGET NUMBER: _____ (or ASB funds____)

Administrator/Program Manager Approval:

Joanne Clark / Joanne Clark /Date: 3/28/19
Print Name — Signature

Consultant/Contractor:

Pysay Phinith / Pysay Phinith /Date: 1/11/19
Print Name — Signature

Business Manager: Initial: VV Date: 1/11/2019 Human Resources: Initial: VV Date: 1/11/2019

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department ___Human Resources ___Purchasing Department

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND Korean Community Center of the East Bay (KCCEB)

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes: All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name: Korean Community Center of East Bay

June Lee
[Authorized Representative]

Title: Executive Director
Date: 1/17/2019

For the SLUSD:

Joanne Clark
[Superintendent or Designee]

Title: Director of Prevention and Intervention
Date: 3/28/19

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date
Pysay Phimith	3/6/19	1/18/19

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor: Korean Community Center of the East Bay

By: Jhmy Lee
(authorized signatory)

Date: 1/17/2019

Name: June Lee

Title: Executive Director

DATA DISCLOSURE AGREEMENT

This Memorandum of Agreement ("the Agreement") is entered into on this ___ day of _____ by and between the San Leandro Unified School District ("the District") and Korean Community Center "the Contractor" for the purpose of disclosing personally identifiable (KCCEB) information (PII) from student data records in order to facilitate the provision of behavioral health services to students within the District (hereinafter "services").

I. **PARTIES.** The San Leandro Unified School District is a local educational agency, authorized to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. KCCEB is a provider of behavioral health services.

II. **PURPOSE.** The purpose of the Agreement is to document the terms under which the District is authorized to disclose to the Contractor personally identifiable student information for the provision of services, and to designate the Contractor as the authorized representative of the District consistent with applicable federal and state laws concerning access to and confidentiality of student record information including FERPA. As described herein, the Contractor, as the District's authorized representative, may have temporary, read-only access to PII within the District's AIRES Student Information System, for use in the provision of services identified in this Agreement and any addenda to it. A description of services, Exhibit A, is attached hereto.

III. **AUTHORITY.** Consistent with the federal Family Educational Rights and Privacy Act (FERPA) § 99.31, the District may disclose personally identifiable information from an Education record of a student without the consent required by § 99.30 if the disclosure meets one or more of the following conditions: (A) The disclosure is to other school officials, including teachers, within the agency or institution whom the agency or institution has determined to have legitimate educational interests. (B) A contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party—(1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to the requirements of § 99.33(a) governing the use and disclosure of personally identifiable information from education records.

The District designates the Contractor as its authorized representative for the purposes of disclosing student information, including personally identifiable information, for use in the provision of services as described above.

All services referred to above shall be described in addenda to this Agreement, which shall include service information including but not limited to the scope of services, data that will be disclosed to the Contractor, temporary custodian appointed by the Contractor, applicable timelines, additional terms and conditions specific to the services, and requirements for communication and reporting to the District.

IV. **TERMS AND CONDITIONS.** To effect the transfer of data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, the Contractor agrees to:

a. In all respects, comply with the provisions of FERPA and applicable state law. For the purposes of the Agreement and the specific services conducted pursuant to the Agreement and described in addenda to the Agreement, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. This Agreement may not be construed to allow either party to maintain, use, disclose, or share student record information in a manner not allowed under Federal law or regulation or applicable state law or regulation.

b. For purposes of services provided and for ensuing the Contractor's compliance with the terms of this Agreement and all applicable state and federal laws, the Contractor designates _____ (Provider Lead) as the temporary custodian of the District's data. The District shall provide read-only access to student data within the District's AERIES Student Information System for the provision of services to the named temporary custodian. For the purposes of this agreement, student data shall mean that data set (or a subset of the data set) defined in Exhibit B, attached hereto.

c. Use data shared under the Agreement for no purpose other than the services described in this Agreement, and as authorized under 34 CFR § 99.31(a)(6)(i). This Agreement or addendum shall not be construed to authorize the Contractor to have access to additional data from the District that is not included in the scope of the Agreement or under the terms of the services described in the addenda to it, or to govern access to the data by entities other than the Parties. The Contractor further agrees not to share data received under the Agreement with any other entity without prior written approval from the District. The Contractor understands that the Agreement does not convey ownership of data to the Contractor.

d. Require all employees, contractors, and agents of any kind to comply with the Agreement and all applicable provisions of FERPA and other federal and state laws with respect to the data and information shared under the Agreement. The Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, intern, or agency with access to data pursuant to the Agreement. The Contractor is not authorized to share data and information provided under the Agreement and addenda with any other individual or entity for any purpose other than completing the Contractor's work as authorized by the District consistent with this Agreement and addenda to it.

e. Not amend or alter the scope, design, format, or description of services provided by the Contractor, except as consistent with the Agreement and any addenda to it, without prior written notice to the District.

f. Maintain all data received pursuant to the Agreement separate from all other data files and not copy, reproduce, or transmit data obtained pursuant to the Agreement except to the Contractor's own agents acting for, or on behalf of the District and as necessary to fulfill the purpose of the services described in the attached addenda. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of the Agreement and addenda to it in the same manner as the original data disclosed by the District to the Contractor. The ability to access or maintain data under the Agreement shall not under any circumstances transfer from the District to any other individual, institution, or entity.

g. Not disclose data contained under the Agreement in any manner that could identify any individual student, except as authorized by FERPA, to any entity other than the District,

or authorized employees, contractors, and agents of the Contractor working as the District's authorized representative on the services approved by the District consistent with this Agreement and described in addenda to it. Persons participating in the approved services on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of individual students in that group.

h. Not provide any data obtained under this Agreement to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31(a)(6)(iii).

i. Destroy all data obtained under the Agreement and addenda to it when no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes the Contractor to maintain data beyond the time period reasonably needed to complete the services described in the addenda to this agreement. Upon termination of the Agreement and addendum to it as authorized by the District, whichever occurs first, the Contractor will return all data files and hard copy records to the District and purge any copies of data from its possession and/or computer systems in compliance with 34 CFR §§ 99.31(a)(6)(ii)(b) and 99.35(b)(2). The Contractor agrees to require all employees, contractors, or agents of any kind working on the provision of services to comply with this provision. No other entity is authorized to continue using data obtained under the Agreement upon termination of the Agreement and services described in addenda to it.

The District agrees to: Provide reasonable notification to the Contractor of any changes in District policies regarding limits on the use of confidential data and, as agents of the District, shall either affirmatively agree to uphold these policies or relinquish access to the data.

V. **RELATED PARTIES.** The Contractor represents that it is authorized to bind to the terms of the Agreement, including confidentiality, maintenance and destruction or return of data, all related or associated institutions, individuals, employees, interns or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

VI. **TERM.** This Agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until completion of the project described herein, or until canceled by either party upon 30 days written notice, whichever occurs first. The Agreement is renewable upon written approval by the authorized representative of each party.

VII. **NOTIFICATION.** The Contractor shall immediately notify the District of any release and/or breach of any confidential data received from the District, and take immediate steps to limit and/or prohibit disclosure, or further disclosure, of the confidential data.

VIII. **PROVIDERS ACCESSING DATA.**

	PROVIDER NAME	SCHOOL SITE
1	Pysay Phinith, LCSW	San Leandro High,
2		
3		
4		
5		
6		
7		
8		
9		
10		

This Agreement expresses the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives of the District and the Contractor, and in a manner consistent with applicable State and Federal laws.

Joanne Clark Director of Prevention and Intervention	Pysay Phinith, LCSW Program Director Korean Community Center of the East Bay
Printed Name/Title - DISTRICT Designee	**Printed Name/Title - AGENCY Designee**
Joanne Clark	Pysay Phinith, LCSW 1/11/19
DISTRICT Signature Date	**CONTRACTOR Signature Date**

3/28/19

June Lee, Executive Director, KCCGB
June Lee 1/17/19

STATE OF CALIFORNIA
BCIA 8016A
(orig. 04/2001; rev. 01/2011)

DEPARTMENT OF JUSTICE

REQUEST FOR LIVE SCAN SERVICE
(Public Schools or Joint Powers Agencies)

CDL

Applicant Submission

ORI: AB467 San Leandro (Code assigned by DOJ) Type of Applicant: ☒ Classified School Employee ☐ Credentialed School Employee

The following selections are for Public Schools only:

☐ License, Certification, Permit ☐ Peace Officer ☐ Law Enforcement Officer ☐ Volunteer

Type of License/Certification/Permit OR Working Title: (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

San Leandro Unified School District — Agency Authorized to Receive Criminal Record Information
03541 — Mail Code (five-digit code assigned by DOJ)
835 E14th Street, Suite 200 — Street Address or P.O. Box
Michele Felarca — Contact Name (mandatory for all school submissions)
San Leandro — City; CA — State; 94577 — ZIP Code
(510) 667-3518 — Contact Telephone Number

Applicant Information:

Phinith — Last Name
Pysay — First Name; Middle Initial; Suffix
Other Name (AKA or Alias) Last; First; Suffix
03/11/1981 — Date of Birth
Sex ☐ Male ☒ Female
B8103257 — Driver's License Number
5'1 — Height
136 — Weight
Brown — Eye Color
Black — Hair Color
Billing Number (Agency Billing Number)
Cambodia — Place of Birth (State or Country)
041-84-5760 — Social Security Number
Misc. Number (Other Identification Number)
Home Address 2030 Dwight Way, #204 — Street Address or P.O. Box
Berkeley — City; CA — State; 94704 — ZIP Code

Your Number: (OCA Number (Agency Identifying Number))

Level of Service: ☒ DOJ ☒ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Live Scan Transaction Completed By:

Name of Operator

03/06/19 — Date

LPG Live Scan | LSID: YT3
www.lpglivescan.com
Mobile Services Available for Groups
Transmitting Agency LSID

B065PHP401 — ATI Number

#69 / #49 — Amount Collected/Billed

ORIGINAL - Live Scan Operator SECOND COPY - Applicant THIRD COPY (if needed) - Requesting Agency

The Permanente Medical Group, Inc.

ADULT PRIMARY CARE
3553 Whipple Road
Union City CA 94587-1507
Dept: 510-675-4010
Main: 510-454-1000

January 18, 2019

Pysay Phinith
2030 Dwight Way Apt 204
Berkeley CA 94704-2627

Dear Ms. Phinith,

The diagnostic imaging study chest xray for TB Clearance that you recently had done showed normal results. Please call me with any questions. A copy of the report for you is below.

Sincerely,

JODIE DUNCAN NP

No acute cardiopulmonary disease.

Narrative

CHEST RADIOGRAPH

** HISTORY **:
Positive PPD.

** FINDINGS **:
Technique: PA view of the chest.

Comparison: 04/16/2010

The lungs are clear. No pneumothorax or pleural effusion.

Heart size and mediastinal contours are within normal limits. No evidence of mediastinal lymphadenopathy.

No acute bony abnormality.